

<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b> <b>EPA ASSISTANCE AGREEMENT/AMENDMENT</b> <b>PART I - ASSISTANCE NOTIFICATION INFORMATION</b>						1. ASSISTANCE ID NO. V005794-01		2. LOG NUMBER																																									
						3. DATE OF AWARD SEP 29 1984		4. MAILING DATE OCT 5 1984																																									
5. AGREEMENT TYPE <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant Agreement <input type="checkbox"/> Assistance Amendment				6. PAYMENT METHOD <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Letter of Credit 68-13-0502 Send Payment Request To:																																													
				7. TYPE OF ACTION New Award																																													
RECIPIENT ORGANIZATION	8. RECIPIENT Minnesota Pollution Control Agency 1935 West County Road, B-2 Roseville, Minnesota 55113					9. PAYEE Same as Block 8																																											
	EIN NO. 41-6007162		CONGRESSIONAL DISTRICT Statewide			10. RECIPIENT TYPE State																																											
	11. PROJECT MANAGER AND TELEPHONE NO. Gary Pulford (612) 296-7290 Site Response Section Same Address as Block 8					12. CONSULTANT (WWT Construction Grants Only) N/A																																											
	13. ISSUING OFFICE (City/State) Chicago, Illinois					14. EPA PROJECT/STATE OFFICER AND TELEPHONE NO. Cindy Wakat U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604 (312) 886-0394																																											
EPA CONTACT	15. EPA CONGRESSIONAL LIAISON & TEL. NO. P. Gaskins (202) 382-5184		16. STATE APPL ID (Clearinghouse)		17. FIELD OF SCIENCE 99		18. PROJECT STEP (WWT CG Only) N/A																																										
	19. STATUTORY AUTHORITY P.L. 96-510		20. REGULATORY AUTHORITY 40 CFR Parts 29, 30, 32, 33 and 35		21. STEP 2 + 3 & STEP 3 (WWT Construction Only)																																												
					a. Treatment Level b. Project Type c. Treatment Process d. Sludge Design																																												
					N/A																																												
22. PROJECT TITLE AND DESCRIPTION Multi-Site, Multi-Activity Cooperative Agreement for CERCLA funded activities to include: Management assistance and community relations coordinative lead activities for EPA lead RI/FS's at 3 sites and State-lead RI/FS's at 3 sites.																																																	
23. PROJECT LOCATION (Area Impacted by Project)																																																	
City/Place Statewide			County		State MN		Congressional District Statewide																																										
24. ASSISTANCE PROGRAM (CFDA Program No. & Title) 66.802 Superfund			25. PROJECT PERIOD 10/1/84 - 1/31/86			26. BUDGET PERIOD 10/1/84 - 1/31/86																																											
27. COMMUNITY POPULATION (WWT CG Only) N/A			28. TOTAL BUDGET PERIOD COST \$656,740			29. TOTAL PROJECT PERIOD COST \$656,740																																											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">FUNDS</th> <th style="width:25%;">FORMER AWARD</th> <th style="width:25%;">THIS ACTION</th> <th style="width:25%;">AMENDED TOTAL</th> </tr> </thead> <tbody> <tr> <td>30. EPA Amount This Action</td> <td></td> <td>\$656,740</td> <td></td> </tr> <tr> <td>31. EPA In-Kind Amount</td> <td></td> <td></td> <td></td> </tr> <tr> <td>32. Unexpended Prior Year Balance</td> <td></td> <td></td> <td></td> </tr> <tr> <td>33. Other Federal Funds</td> <td></td> <td></td> <td></td> </tr> <tr> <td>34. Recipient Contribution</td> <td></td> <td></td> <td></td> </tr> <tr> <td>35. State Contribution</td> <td></td> <td></td> <td></td> </tr> <tr> <td>36. Local Contribution</td> <td></td> <td></td> <td></td> </tr> <tr> <td>37. Other Contribution</td> <td></td> <td></td> <td></td> </tr> <tr> <td>38. Allowable Project Cost</td> <td></td> <td>\$656,740</td> <td></td> </tr> </tbody> </table>										FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL	30. EPA Amount This Action		\$656,740		31. EPA In-Kind Amount				32. Unexpended Prior Year Balance				33. Other Federal Funds				34. Recipient Contribution				35. State Contribution				36. Local Contribution				37. Other Contribution				38. Allowable Project Cost		\$656,740	
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39. FISCAL	Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Obligation/Deoblig. Amount																																										
	TFA49A	84	68/20X8145	E2H100	4TFA725LH8	41.83	22,340																																										
				E2H103	4TFA725LR8	41.83	235,360																																										
				E2H104	4TFA725L57	41.83	22,000																																										
				E2H105	4TFA725LS1	41.83	177,990																																										
				E2H101	4TFA725L45	41.83	20,420																																										
				E2H102	4TFA725LR9	41.83	178,630																																										

TABLE A - OBJECT CLASS CATEGORY (Non-construction)		TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
1. PERSONNEL		\$ 90,620
2. FRINGE BENEFITS		16,310
3. TRAVEL		7,440
4. EQUIPMENT		4,500
5. SUPPLIES		1,180
6. CONTRACTUAL		500,000
7. CONSTRUCTION		0
8. OTHER		1,300
9. TOTAL DIRECT CHARGES		621,350
10. INDIRECT COSTS: RATE 33.1 % BASE SF		35,390
11. TOTAL (Share: Recipient: _____ % Federal: 100 %)		\$656,740
12. TOTAL APPROVED ASSISTANCE AMOUNT (See Attachment 1)		\$ 656,740
TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction)		
1.		
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11.		
12. TOTAL (Share: Recipient: _____ % Federal: _____ %)		
13. TOTAL APPROVED ASSISTANCE AMOUNT		\$
TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction)		
1. ADMINISTRATION EXPENSE		
2. PRELIMINARY EXPENSE		
3. LAND STRUCTURES, RIGHT-OF-WAY		
4. ARCHITECTURAL ENGINEERING BASIC FEES		
5. OTHER ARCHITECTURAL ENGINEERING FEES		
6. PROJECT INSPECTION FEES		
7. LAND DEVELOPMENT		
8. RELOCATION EXPENSES		
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES		
10. DEMOLITION AND REMOVAL		
11. CONSTRUCTION AND PROJECT IMPROVEMENT		
12. EQUIPMENT		
13. MISCELLANEOUS		
14. TOTAL (Lines 1 thru 13)		
15. ESTIMATED INCOME (If applicable)		
16. NET PROJECT AMOUNT (Line 14 minus 15)		
17. LESS: INELIGIBLE EXCLUSIONS		
18. ADD: CONTINGENCIES		
19. TOTAL (Share: Recipient: _____ % Federal: _____ %)		
20. TOTAL APPROVED ASSISTANCE AMOUNT		\$

## Breakdown of Object Class Categories

State Lead RI/FS

Mgt. Assist. RI/FS &amp; Comm. Rel. Coord. Lead

Object Class Categories	Arrowhead	LeHillier	South Andover	Kummer	Long Prairie	Whittaker	Total
a. Personnel	13,050.00	13,110.00	12,400.00	17,910.00	16,560.00	17,590.00	\$90,620.00
b. Fringe Benefits	2,350.00	2,360.00	2,230.00	3,220.00	2,980.00	3,170.00	\$16,310.00
c. Travel	1,510.00	1,070.00	610.00	2,230.00	1,520.00	500.00	\$7,440.00
d. Equipment	0.00	0.00	0.00	4,500.00	0.00	0.00	\$4,500.00
e. Supplies	160.00	160.00	160.00	240.00	220.00	240.00	\$1,180.00
f. Contractual	0.00	0.00	0.00	200,000.00	150,000.00	150,000.00	\$500,000.00
g. Construction	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
h. Other	170.00	180.00	180.00	270.00	240.00	260.00	\$1,300.00
i. Total Direct Charges	17,240.00	16,880.00	15,580.00	228,370.00	171,520.00	171,760.00	\$621,350.00
j. Indirect Charges	5,100.00	5,120.00	4,840.00	6,990.00	6,470.00	6,870.00	\$35,390.00
k. Totals	\$22,340.00	\$22,000.00	\$20,420.00	\$235,360.00	\$177,990.00	\$178,630.00	\$656,740.00

### PART III-AWARD CONDITIONS

#### a. GENERAL CONDITIONS

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The recipient warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFP Part 30, and (2) any special conditions set forth in this assistance agreement or any assistance amendment pursuant to 40 CFR 30.425.

#### b. SPECIAL CONDITIONS

*(For cooperative agreements include identification or summarization of EPA responsibilities that reflect or contribute to substantial involvement.)*

1. EPA awards this Cooperative Agreement in accordance with the Federal Grant and Cooperative Agreement Act of 1977. This Agreement is subject to all applicable EPA assistance regulations.
2. This Agreement is subject to the procurement standards of Title 40 of the Code of Federal Regulations Part 33 (copy enclosed).
3. Assurance number 16 in the State's application is hereby deleted and replaced by the following condition:

In accepting this Cooperative Agreement, the recipient agrees to the following conditions for the letter of credit method of financing:

- a) Cash drawdowns will occur only when needed for disbursements;
- b) Timely reporting of cash disbursements and balances will be provided as required by the EPA Letter of Credit Users Manual;
- c) The same standards of timing and reporting will be imposed on secondary recipients, if any;
- d) When a drawdown under the letter of credit occurs, the recipient will show on the back of the voucher (Form TFS-5401) the cooperative agreement number, the appropriate EPA account number, and the drawdown amount applicable to each activity/account (see attached "Instructions for Using the Superfund Account Number Under Cooperative Agreements"). The eighth digit of the account number (see item 39, page 1 of the cooperative agreement) is the code to the appropriate activity assignment:

- L - Remedial Planning, consisting of the following subactivities:
  - Remedial Investigation/Feasibility Study
  - Remedial Design

## b. SPECIAL CONDITIONS (Continued)

## Special Conditions (Continued)

R - Remedial Implementation, consisting of the following subactivities:

- Remedial Action
- Operation and Maintenance
- Initial Remedial Measure

e) When funds for a specific activity have been exhausted but the work under the activity has not been completed, the recipient may not draw down from another activity or site account without written permission from the EPA Project Officer and Award Official;

## PART IV

**NOTE:** The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administrations Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement shall void the Agreement.

## OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/amendment to the Minnesota Pollution Control Agency

for 100% of all approved costs incurred up to and not exceeding \$ 656,740

RECIPIENT ORGANIZATION

ASSISTANCE AMOUNT

for the support of approved budget period effort described in application (including all application modifications)

Multi-Site Cooperative Agreement included herein by reference.

DATE AND TITLE

## ISSUING OFFICE (Grants Administration Office)

## AWARD APPROVAL OFFICE

## ORGANIZATION/ADDRESS

Grants Management Section (5FMB)  
U.S. Environmental Protection Agency  
230 South Dearborn Street  
Chicago, Illinois 60604

## ORGANIZATION/ADDRESS

Waste Management Division (5HR)  
U.S. Environmental Protection Agency  
230 South Dearborn Street  
Chicago, Illinois 60604

## THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

## SIGNATURE OF AWARD OFFICIAL

## TYPED NAME AND TITLE

## DATE

*Valdas V. Adamkus*  
Valdas V. Adamkus, Regional Administrator

SEP 29 1984

This Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

## BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

## SIGNATURE

## TYPED NAME AND TITLE

## DATE

*Carol M. Heffernan*

DEPUTY EXECUTIVE DIRECTOR

10/18/84

## Special Conditions Continued:

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- f) Funds remaining in an account after completion of an activity may either be returned to the EPA or adjusted to another activity or site at EPA's discretion; and
- g) For each site within the Cooperative Agreement, when a subactivity is completed, the recipient will submit a Financial Status Report (Standard Form 269) within 90 days to the EPA Project Officer.

Failure on the part of the recipient to comply with the above conditions may cause the unobligated portions of the letter of credit to be revoked and the financing method changed to a reimbursable basis.

- 4. In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost-sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.
- 5. Assurances numbered 1, 2, 3 and 19 of the State's application are hereby deleted from this Cooperative Agreement.
- 6. Assurance number 6 of the State's application is hereby deleted and is replaced by the following condition:

The State assures a final safety plan shall be prepared for activities performed pursuant to this cooperative agreement. The plan shall be approved by the EPA Regional Site Project Officer and shall be consistent with the requirements of CERCLA Section 104(f), EPA's Occupational Health and Safety Manual, and other applicable EPA safety guidance provided by the EPA Project Officer. As a condition to awarding contracts to any person to engage in response actions, the State shall require contractors and subcontractors to comply with the developed safety plan and all relevant Federal health and safety standards. No field work at the site shall occur until a safety plan has been approved by EPA.

- 7. The State agrees that for State-lead RI/FS's public input will be sought at the end of the feasibility studies and prior to final selection of remedy in accordance with the approved Community Relations Plan.
- 8. The State agrees to avoid, to the extent possible, any action in the floodplain. If there is no cost-effective alternative to such action, the State will evaluate the potential effects of these activities in the floodplain pursuant to Executive Order 11988 (40 CFR Part 6, Appendix A). This evaluation will be incorporated as part of the feasibility study report. Any actions taken in the floodplain will seek to reduce the risk of flood loss, to minimize potential harm to people and property, and to restore and preserve the natural and beneficial values served by the floodplain.

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9. The State agrees that:

- a) The State will allow public access to its records in accordance with applicable State law. EPA will allow public access to its records in accordance with the procedures established under the Freedom of Information Act (PL 93-502), regulations promulgated pursuant thereto, and Agency guidance. Both for confidentiality, particularly with regard to documents related to pending or ongoing enforcement actions, generated by either the State or EPA.
- b) At EPA's request and to the extent allowed by State law, the State shall make available to EPA any information in its possession concerning the site. At the State's request and to the extent allowed by Federal law, EPA shall make available to the State any information in its possession concerning the site. If any information is provided to EPA by the State under a claim of confidentiality, it will be treated in accordance with 40 CFR 2, if the State has given EPA notice of the claim of confidentiality. EPA will not disclose information submitted under a claim of confidentiality unless EPA is required to do so by Federal law and has given the State advance notice of EPA's intent to release that information. Absent notice of such claim, EPA may make said information available to the public without further notice.

10. The State assures that if, during the period of this Agreement, responsible parties agree to perform, or pay for the performance of, any activities included in the SOW, EPA and the State agree to jointly negotiate any necessary modifications to this Agreement. If appropriate, this Agreement may be amended to adjust the State's letter of credit and the project SOW accordingly.

11. The State assures that any emergency response activities conducted pursuant to the National Contingency Plan, 40 CFR Section 300.65, shall not be restricted by the terms of this Agreement. EPA and the State may jointly suspend or modify the remedial activities in the Statement of Work of this Agreement during and subsequent to necessary emergency response actions.

12. The State and EPA agree to the following site-specific budget and project periods:

<u>Name of Site</u>	<u>Budget Period</u>	<u>Project Period</u>
Arrowhead	September 1984 - September 1985	September 1984 - September 1985
LeHillier	September 1984 - August 1985	September 1984 - August 1985
South Andover	September 1984 - March 1986	September 1984 - March 1986
Kummer Landfill	September 1984 - March 1986	September 1984 - March 1986
Long Prairie	September 1984 - March 1986	September 1984 - March 1986
Whittaker	September 1984 - March 1986	September 1984 - March 1986

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13. Attachment A of the State's application is considered to be informational and not an official part of this Cooperative Agreement.
14. Costs cannot be incurred under this Agreement for State-lead site activities unless Intergovernmental Review requirements have been met in accordance with 40 CFR Part 29 and approval to proceed is given by the EPA Project Officer.
15. Costs cannot be incurred under this Agreement for the State-lead RI/FS's for Kummer Landfill and Long Prairie until such time that the sites are officially included as approved proposed update sites on the National Priorities List and approval to proceed is given by the EPA project officer.
16. No more than \$18,200 of the \$22,000 funded under this agreement for State activity for the LeHillier site may be expended by the State without approval of the EPA Project Officer.
17. The State agrees to provide EPA with a detailed site-specific work scope, budget, and revised project schedule for each State-lead RI/FS in this Cooperative Agreement within thirty days of EPA Project Officer approval to initiate work in accordance with Special Conditions 14 and 15. The detailed work scope should be based on a compilation of the data and information about site conditions, problems and responsible parties that are known to exist for the site. The detailed work scope, budget and schedule will be reviewed by EPA and negotiated with the State for finalization within thirty days of receipt from the State. The State may proceed with implementing a State-lead RI/FS after the site-specific work scope, budget, and schedule have been approved by the EPA Project Officer. This cannot be construed as a commitment to provide additional funds for State-lead RI/FS under this agreement if negotiation of detailed work scopes, budgets and schedules shows that additional funds are needed beyond what has been estimated in this Cooperative Agreement. However, EPA will make every effort to obtain the necessary funds to accomplish the work.



U.S. ENVIRONMENTAL PROTECTION AGENCY <b>EPA ASSISTANCE AGREEMENT/AMENDMENT</b> <b>PART I - ASSISTANCE NOTIFICATION INFORMATION</b>						1. ASSISTANCE ID NO. V005794-01-1		2. LOG NUMBER		
						3. DATE OF AWARD JUN 13 1985		4. MAILING DATE JUN 20 1985		
5. AGREEMENT TYPE				6. PAYMENT METHOD						
Cooperative Agreement <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Letter of Credit 68-13-0502				Grant Agreement <input type="checkbox"/> Send Payment Request To:						
Assistance Amendment <input checked="" type="checkbox"/>				7. TYPE OF ACTION Augmentation/Increase						
RECIPIENT ORGANIZATION	8. RECIPIENT					9. PAYEE				
	Minnesota Pollution Control Agency 1935 West County Road, B-2 Roseville, Minnesota 55113					Same as Block 8				
	EIN NO.		CONGRESSIONAL DISTRICT			10. RECIPIENT TYPE				
	41-6007162		Statewide			State				
	11. PROJECT MANAGER AND TELEPHONE NO.					12. CONSULTANT (WWT Construction Grants Only)				
	Gary Pulford (612) 296-7290 (Same address as Block 8)					N/A				
EPA CONTACT	13. ISSUING OFFICE (City/State)					14. EPA PROJECT/STATE OFFICER AND TELEPHONE NO.				
	Chicago, Illinois					Cindy Wakat (5HR) (312) 886-0394 State Programs and Information Unit, ERRB U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604				
	15. EPA CONGRESSIONAL LIAISON & TEL. NO.			16. STATE APPL ID (Clearinghouse)		17. FIELD OF SCIENCE		18. PROJECT STEP (WWT CG Only)		
	Pat Gaskins (202) 382-5184							N/A		
	19. STATUTORY AUTHORITY			20. REGULATORY AUTHORITY		21. STEP 2 + 3 & STEP 3 (WWT Construction Only)				
	P.L. 96-510			40 CFR Parts 29, 30, 32, 33 and 35		a. Treatment Level b. Project Type c. Treatment Process d. Sludge Design				
						N A				
22. PROJECT TITLE AND DESCRIPTION										
Multi-Site, Multi-Activity Cooperative Agreement for CERCLA funded activities. This amendment adds a State-lead Remedial Investigation/Feasibility Study (RI/FS) for the Oak Grove Sanitary Landfill Site.										
23. PROJECT LOCATION (Areas Impacted by Project)										
City/Place			County		State		Congressional District			
Statewide			Anoka		MN		Statewide			
24. ASSISTANCE PROGRAM (CFDA Program No. & Title)				25. PROJECT PERIOD		26. BUDGET PERIOD				
66.802 Statewide				10/01/84 - 07/31/86		10/01/84 - 07/31/86				
27. COMMUNITY POPULATION (WWT CG Only)			28. TOTAL BUDGET PERIOD COST			29. TOTAL PROJECT PERIOD COST				
N/A			\$821,940			\$821,940				
FUNDS		FORMER AWARD		THIS ACTION		AMENDED TOTAL				
30. EPA Amount This Action		\$656,740		\$165,200		\$821,940				
31. EPA In-Kind Amount										
32. Unexpended Prior Year Balance										
33. Other Federal Funds										
34. Recipient Contribution										
35. State Contribution										
36. Local Contribution										
37. Other Contribution										
38. Allowable Project Cost		\$656,740		\$165,200		\$821,940				
39. FISCAL	Program Element		FY		Appropriation		Doc. Control No.		Account Number	
	TFAY9A		85		68-20X8145		FC0010		5TFAY05FLX8	
									Object Class	
									41.85	
									Obligation/Deoblig. Amount	
									165,200	

TABLE A - OBJECT CLASS CATEGORY (Non-construction)		TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
1. PERSONNEL		\$105,507
2. FRINGE BENEFITS		18,989
3. TRAVEL		8,050
4. EQUIPMENT		4,500
5. SUPPLIES		1,180
6. CONTRACTUAL		641,000
7. CONSTRUCTION		-0-
8. OTHER		1,520
9. TOTAL DIRECT CHARGES		780,746
10. INDIRECT COSTS: RATE	% BASE P & FB	41,194
11. TOTAL (Share: Recipient _____ % Federal 100 %)		\$821,940
12. TOTAL APPROVED ASSISTANCE AMOUNT		\$ 821,940

TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction)		
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12. TOTAL (Share: Recipient _____ % Federal _____ %)		
13. TOTAL APPROVED ASSISTANCE AMOUNT		\$

TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction)		
1. ADMINISTRATION EXPENSE		
2. PRELIMINARY EXPENSE		
3. LAND STRUCTURES, RIGHT-OF-WAY		
4. ARCHITECTURAL ENGINEERING BASIC FEES		
5. OTHER ARCHITECTURAL ENGINEERING FEES		
6. PROJECT INSPECTION FEES		
7. LAND DEVELOPMENT		
8. RELOCATION EXPENSES		
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES		
10. DEMOLITION AND REMOVAL		
11. CONSTRUCTION AND PROJECT IMPROVEMENT		
12. EQUIPMENT		
13. MISCELLANEOUS		
14. TOTAL (Lines 1 thru 13)		
15. ESTIMATED INCOME (If applicable)		
16. NET PROJECT AMOUNT (Line 14 minus 15)		
17. LESS: INELIGIBLE EXCLUSIONS		
18. ADD: CONTINGENCIES		
19. TOTAL (Share: Recipient _____ % Federal _____ %)		
20. TOTAL APPROVED ASSISTANCE AMOUNT		\$

### PART III-AWARD CONDITIONS

#### a. GENERAL CONDITIONS

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The recipient warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFF Part 30, and (2) any special conditions set forth in this assistance agreement or any assistance amendment pursuant to 40 CFR 30.425.

#### b. SPECIAL CONDITIONS:

*(For cooperative agreements include identification or summarization of EPA responsibilities that reflect or contribute to substantial involvement.)*

18. Special Condition number 17 in the existing Cooperative Agreement is hereby deleted and is replaced by the following Special Condition:

The State agrees to provide EPA with a detailed site-specific work scope, revised budget, and revised project schedule for each State-lead RI/FS in this Cooperative Agreement within sixty days of the State notifying its contractor to initiate work. The detailed work scope should be based on a compilation of the data and information about site conditions, problems and responsible parties that are known to exist for the site. The detailed work scope, budget and schedule will be reviewed by EPA and negotiated with the State for finalization within thirty days of receipt from the State. The State may proceed with implementing a State-lead RI/FS after the site-specific work scope, budget, and schedule have been approved by the EPA project Officer. This cannot be construed as a commitment to provide additional funds for State-lead RI/FS under this agreement if negotiation of detailed work scopes, budgets and schedules shows that additional funds are needed beyond what has been estimated in this Cooperative Agreement. However, EPA will make every effort to obtain the necessary funds to accomplish the work.

19. The State's Assurance number 8 in the existing Cooperative Agreement is hereby deleted and is replaced by the following Special Condition:

In order to support EPA's actions to recover the costs incurred and amounts expended under any Cooperative Agreement, the State assures that it will adequately record and document the costs and expenditures incurred in undertaking the activities described in this agreement in a manner acceptable to EPA and the State. The State shall also follow procedures acceptable to EPA to assure the legal chain-of-custody for the samples and materials taken pursuant to this Cooperative Agreement and shall provide a written description of those procedures within sixty days of the State notifying its RI/FS contractor to initiate work. The State shall also ensure the availability of its records and current employees and to the extent possible its past employees at the time of litigation, for use in Federal cost recovery litigation or other litigation to compel responsible parties to take necessary actions at the site.

b. SPECIAL CONDITIONS (Continued)

20. The State's Assurance number 9 in the existing Cooperative Agreement is hereby deleted and is replaced with the following Special Condition:

Within sixty days of notifying its RI/FS contractor to initiate work, the State shall submit for the review and approval of the EPA Project Officer a schedule to develop and implement a quality assurance (QA) project plan. The plan shall comply with the guidelines specified in "Guidelines for Preparing Quality Assurance Project Plans", QAMS-005/80 and Office of Emergency and Remedial Response (OERR) QA guidance, as appropriate.

In addition, the State shall allow EPA or EPA-authorized representatives to conduct on-site QA performance audits and shall participate in EPA evaluation studies, if appropriate.

Continued next page

PART IV

**NOTE:** The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administrations Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement shall void the Agreement.


OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/amendment to the Minnesota Pollution Control Agency


for 100 % of all approved costs incurred up to and not exceeding \$ 821,940

for the support of approved budget period effort described in application (including all application modifications) Multi-Site Cooperative Agreement included herein by reference.

ISSUING OFFICE (Grants Administration Office)	AWARD APPROVAL OFFICE
ORGANIZATION/ADDRESS Grants and Financial Management Branch (5MF) U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604	ORGANIZATION/ADDRESS Waste Management Division (5HR) U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY		
SIGNATURE OF AWARD OFFICIAL 	TYPED NAME AND TITLE Valdas V. Adamkus, Regional Administrator	DATE 13 JUN 1985

This Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION		
SIGNATURE 	TYPED NAME AND TITLE Thomas J. Kalitowski, Ex Director	DATE July 25, 1985

21. Special Condition number 12 of the Cooperative Agreement is hereby deleted. The following Special Condition is added to replace it. The revised condition adds budget and project periods for the Oak Grove site and corrects a discrepancy in the existing Cooperative Agreement noted by the State in a letter dated October 19, 1984. The discrepancy was between the budget and project periods shown in Items 25 and 26 on page 1 of the agreement and those given in Special Condition number 12.

The State and EPA agree to the following site-specific budget and project periods:

<u>Name of Site</u>	<u>Budget Period</u>	<u>Project Period</u>
Arrowhead	October 1984 - September 1985	October 1984 - September 1985
LeHillier	October 1984 - August 1985	October 1984 - August 1985
South Andover	October 1984 - March 1986	October 1984 - March 1986
Kummer Landfill	October 1984 - March 1986	October 1984 - March 1986
Long Prairie	October 1984 - March 1986	October 1984 - March 1986
Whittaker	October 1984 - March 1986	October 1984 - March 1986
Oak Grove	May 1984 - July 1986 <i>change May 1985</i>	May 1984 - July 1986 <i>change May 1985</i>

22. This amendment approves the addition to the Cooperative Agreement of a State-lead RI/FS for the Oak Grove Sanitary Landfill Site. The Scope of Work for this site in the State's application, dated January 11, 1985, is approved except for Task 4.03 (Responsible Party Investigation and Final Report) and Task 5 (Notice Letters) which are not approved. These tasks are being conducted by EPA. The \$17,800 requested by the State to fund Task 4.03 and Task 5 is also not approved. The approved budget for this site which provides 100% Federal funding for the RI/FS is as follows:

<u>Oak Grove Site Budget Approved in This Amendment</u>	
Personnel	\$ 14,887
Fringe Benefits	2,679
Travel	610
Equipment	-0-
Supplies	-0-
Contractual	141,000
Construction	-0-
Other	220
Total Direct Charges	159,396
Indirect Costs	5,804
Total	165,200
Total Approved Assistance Amount	165,200

U.S. ENVIRONMENTAL PROTECTION AGENCY EPA ASSISTANCE AGREEMENT/AMENDMENT PART I - ASSISTANCE NOTIFICATION INFORMATION						1. ASSISTANCE ID NO. V005 1-01-2		2. LOG NUMBER	
						3. DATE OF AWARD JUL 0 6 1985		4. MAILING DATE 15 JUL 1985	
5. AGREEMENT TYPE Cooperative Agreement						6. PAYMENT METHOD <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Letter of Credit 68-13-0502			
Grant Agreement						7. TYPE OF ACTION Augmentation/Increase			
Assistance Amendment									
RECIPIENT ORGANIZATION	8. RECIPIENT Minnesota Pollution Control Agency 1935 West County Road, B-2 Roseville, Minnesota 55113					9. PAYEE Same as Block 9			
	EIN NO. 41-6007162		CONGRESSIONAL DISTRICT Statewide			10. RECIPIENT TYPE State			
	11. PROJECT MANAGER AND TELEPHONE NO. Gary Pulford (612) 296-7290 (Same address as Block 8)					12. CONSULTANT (WWT Construction Grants Only) N/A			
	13. ISSUING OFFICE (City/State) Chicago, Illinois					14. EPA PROJECT/STATE OFFICER AND TELEPHONE NO. Cindy Wakat (5HR) (312) 886-0394 State Programs and Information Unit, ERB U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604			
EPA CONTACT	15. EPA CONGRESSIONAL LIAISON & TEL. NO. Pat Gaskins (202) 382-5184		16. STATE APPL ID (Clearinghouse)		17. FIELD OF SCIENCE		18. PROJECT STEP (WWT CG Only) N/A		
	19. STATUTORY AUTHORITY P.L. 96-510		20. REGULATORY AUTHORITY 40 CFR Parts 29, 30, 32, 33 and 35		21. STEP 2 + 3 & STEP 3 (WWT Construction Only)				
					a. Treatment Level				
					b. Project Type				
				c. Treatment Process					
				d. Sludge Design					
22. PROJECT TITLE AND DESCRIPTION Multi-Site, Multi-Activity Cooperative Agreement for CERCLA-Funded activities. This amendment adds additional activities for the Kummer Sanitary Landfill Site related to a drinking water operable unit for Northern Township.									
23. PROJECT LOCATION (Areas Impacted by Project)									
City/Place Statewide			County		State MN		Congressional District Statewide		
24. ASSISTANCE PROGRAM (CFDA Program No. & Title) 66.802 Superfund				25. PROJECT PERIOD 10/01/84 - 06/31/87		26. BUDGET PERIOD 10/01/84 - 06/31/87			
27. COMMUNITY POPULATION (WWT CG Only) N/A			28. TOTAL BUDGET PERIOD COST			29. TOTAL PROJECT PERIOD COST			
FUNDS		FORMER AWARD		THIS ACTION		AMENDED TOTAL			
30. EPA Amount This Action		\$821,940		\$1,651,160		\$2,473,100			
31. EPA In-Kind Amount									
32. Unexpended Prior Year Balance									
33. Other Federal Funds									
34. Recipient Contribution									
35. State Contribution									
36. Local Contribution									
37. Other Contribution				\$ 159,146		\$ 159,146			
38. Allowable Project Cost		\$821,940		\$1,810,306		\$2,632,246			
39. FISCAL	Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Obligation/Deoblig. Amount		

## PART II-APPROVED BUDGET

ASSISTANCE IDENTIFICATION NO. 7000/34-01-2

TABLE A - OBJECT CLASS CATEGORY (Non-construction)		TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
		\$ 143,065
1. PERSONNEL		25,742
2. FRINGE BENEFITS		15,682
3. TRAVEL		4,500
4. EQUIPMENT		1,180
5. SUPPLIES		835,085
6. CONTRACTUAL		1,549,140
7. CONSTRUCTION		1,995
8. OTHER		2,576,389
9. TOTAL DIRECT CHARGES		55,857
10. INDIRECT COSTS: RATE % BASE		
11. TOTAL (Share: Recipient _____% Federal _____%)		\$2,632,246
12. TOTAL APPROVED ASSISTANCE AMOUNT		\$2,473,100
TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction)		
1.		
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11.		
12. TOTAL (Share: Recipient _____% Federal _____%)		
13. TOTAL APPROVED ASSISTANCE AMOUNT		\$
TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction)		
1. ADMINISTRATION EXPENSE		
2. PRELIMINARY EXPENSE		
3. LAND STRUCTURES, RIGHT-OF-WAY		
4. ARCHITECTURAL ENGINEERING BASIC FEES		
5. OTHER ARCHITECTURAL ENGINEERING FEES		
6. PROJECT INSPECTION FEES		
7. LAND DEVELOPMENT		
8. RELOCATION EXPENSES		
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES		
10. DEMOLITION AND REMOVAL		
11. CONSTRUCTION AND PROJECT IMPROVEMENT		
12. EQUIPMENT		
13. MISCELLANEOUS		
14. TOTAL (Lines 1 thru 13)		
15. ESTIMATED INCOME (If applicable)		
16. NET PROJECT AMOUNT (Line 14 minus 15)		
17. LESS: INELIGIBLE EXCLUSIONS		
18. ADD: CONTINGENCIES		
19. TOTAL (Share: Recipient _____% Federal _____%)		
20. TOTAL APPROVED ASSISTANCE AMOUNT		\$

a. GENERAL CONDITIONS

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The recipient warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFP Part 30, and (2) any special conditions set forth in this assistance agreement or any assistance amendment pursuant to 40 CFR 30.425.

b. SPECIAL CONDITIONS

*(For cooperative agreements include identification or summarization of EPA responsibilities that reflect or contribute to substantial involvement.)*

23. Special Condition Number 3 in the existing Cooperative Agreement is hereby deleted and is replaced by the following Special Condition:

The State agrees to the following conditions for the letter of credit method of financing:

- a. Cash draw-downs will occur only when needed for disbursements.
- b. Timely reporting of cash disbursements and balances will be provided, as required by the EPA Letter of Credit Users Manual.
- c. The same standards of timing and reporting will be imposed on secondary recipients, if any.
- d. When a drawdown under the letter of credit occurs, the recipient will show on the back of the voucher (Form TFS-5401) the Cooperative Agreement number, the appropriate EPA account number, and the drawdown amount applicable to each account/activity (see attached "Instructions for Using the Superfund Account Number Under Cooperative Agreements"). The eighth digit of the account number (see Item 39, page 1 of the cooperative agreement) is the code to the appropriate activity assignment:
  - J - Remedial Discovery, Notification, Preliminary Assessments, Site Inspections, and Ranking Activities
  - L - Remedial Investigation/Feasibility Studies
  - N - Remedial Design
  - R - Remedial Implementation
  - S - Operation and Maintenance
- e. When funds for a specific activity have been exhausted but the work under the activity has not been completed, the recipient may not draw down from another activity or site account without written permission from the U.S. EPA Project Officer and Award Official.



b. SPECIAL CONDITIONS (Continued)

- f. Funds remaining in an account after completion of an activity may either be returned to the EPA or adjusted to another activity or site at EPA's discretion.
- g. When an activity is completed, the recipient will submit a Financial Status Report (Standard Form 269) within 90 days to the EPA Project Officer.

Failure on the part of the recipient to comply with the above conditions may cause the unobligated portions of the letter of credit to be revoked and the financing method changed to a reimbursable basis.

Continued next page

PART IV

**NOTE:** The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administrations Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement shall void the Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/amendment to the Minnesota Pollution Control Agency

for 90-100% of all approved costs incurred up to and not exceeding \$ 2,632,246 for the support of approved budget period effort described in application (including all application modifications) Multi-Site Cooperative Agreement amendment application, May 30, 1985 included herein by reference.

ISSUING OFFICE (Grants Administration Office)	AWARD APPROVAL OFFICE
ORGANIZATION/ADDRESS Grants and Financial Management Branch (5MF) U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604	ORGANIZATION/ADDRESS Waste Management Division (5HR) U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL	TYPED NAME AND TITLE	DATE
<u>Valdas V. Adamkus</u>	Valdas V. Adamkus, Regional Administrator	

This Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE	TYPED NAME AND TITLE	DATE

24. Special Condition Number 21 of the existing Cooperative Agreement is hereby deleted. The following Special Condition is added to replace it.

This amendment approves an extension of the budget and project periods for the Kummer Site to allow for design and construction of the drinking water supply system and provide additional time to complete the RI/FS for the overall project. The budget and project periods for the Arrowhead, LeHillier, Long Prairie and Whittaker Sites are also being extended to allow additional time to complete the RI/FS's for these projects. The recipient agrees to the following site-specific budget and project periods:

<u>Name of Site</u>	<u>Budget Period</u>	<u>Project Period</u>
Arrowhead	October 1984 - March 1986	October 1984 - March 1986
LeHillier	October 1984 - October 1985	October 1984 - October 1985
South Andover	October 1984 - March 1986	October 1984 - March 1986
Kummer	October 1984 - June 1987	October 1984 - June 1987
Long Prairie	October 1984 - June 1987	October 1984 - June 1987
Whittaker	October 1984 - June 1987	October 1984 - June 1987
Oak Grove	May 1985 - July 1986	May 1985 - July 1986

25. The existing Cooperative Agreement (CA) includes an RI/FS for the Kummer Site. This amendment approves additional activities for this site for an operable unit to provide drinking water to residents in Northern Township. Because of the urgency to provide an alternate drinking water supply, the MPCA has already incurred costs for a limited scope RI and focused FS (LSRI and FFS). This amendment approves the revision to the scope of work and budget for the Kummer RI/FS to add the portion of the LSRI and FFS for which MPCA incurred costs after September 30, 1984 (the beginning of the budget and project periods for the Kummer Site RI/FS in the CA). MPCA costs (\$12,325) for the LSRI that were incurred prior to September 30, 1984 are not considered allowable costs. This amendment also approves the addition to the CA of the scope of work, budget and schedules for design and construction of the drinking water system, (subject to Special Condition Number 26). Costs incurred by MPCA for the approved portion of the LSRI and FFS will be applied as a credit toward the MPCA's 10% share of the cost of construction of the drinking water supply system.
26. The recipient agrees not to incur costs related to construction of the Kummer Sanitary Landfill Site Northern Township drinking water supply system until: 1) the Kummer Site is approved as an addition to the National Priorities List as published in the Federal Register in final rulemaking; 2) the requirements of Minnesota Statute 110 A.28, Subd. 11 and Subd. 12, which stipulates that the formation of a water district can only be established within one-mile of a city if the city approves, has been satisfied related to this site; and 3) approval to proceed is given by the Project Officer.

The recipient further agrees that if the requirements of Minnesota Statute 110 A.28, Subd. 11 and Subd. 12 are not met by September 3, 1985, EPA may unilaterally deobligate the construction funds (\$1,432,314) for this site. The funds might then be used by EPA at other sites nationally. This would be done only after consultation with the MPCA and with the understanding that EPA would consider funding the construction at a later date pending resolution of the issue and subject to the availability of funds.

27. The following are budgets for the phases of the Kummer Site project approved in this amendment to the Cooperative Agreement. The limited scope RI and focused FS (LSRI and FFS) and remedial design (RD) portions of the project are funded by 100% Federal funding. Funding for construction (RA) is 90% Federal and 10% Non-Federal Funding. However, the approved assistance amounts and non-Federal shares shown in the following approved budgets have been adjusted to credit the State for costs already incurred for the LSRI and FFS and to apply those costs toward the State's share of RA.

	<u>Approved Budget for LSRI and FFS</u>	
Personnel	3,318	
Fringe Benefits	593	
Travel	482	
Equipment	-0-	
Supplies	-0-	
Contractual	39,175	
Construction	-0-	
Other	45	
Total Direct Charges	43,613	
Indirect Costs	<u>1,293</u>	
Total	44,906	
Total Approved		
Assistance Amount	-0-	
Non-Federal Share	44,906	

	<u>Approved Budget for RD</u>	<u>Approved Budget for RA</u>
Personnel	\$ 10,960	\$ 23,280
Fringe Benefits	1,970	4,190
Travel	1,680	5,470
Equipment	-0-	-0-
Supplies	-0-	-0-
Contractual	154,910	-0-
Construction	-0-	1,549,140
Other	140	290
Total Direct Charges	169,660	1,582,370
Indirect Costs	<u>4,280</u>	<u>9,090</u>
Total	\$173,940	\$1,591,460
Total Approved		
Assistance Amount	\$173,940	\$1,477,220
Non-Federal share	-0-	\$ 114,240

U.S. ENVIRONMENTAL PROTECTION AGENCY EPA ASSISTANCE AGREEMENT/AMENDMENT PART I - ASSISTANCE NOTIFICATION INFORMATION						1. ASSISTANCE ID NO. VOL. 94-01-3		2. LOG NUMBER																																									
						3. DATE OF AWARD SEP 20 1985		4. MAILING DATE OCT 07 1985																																									
5. AGREEMENT TYPE				6. PAYMENT METHOD																																													
<input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant Agreement <input checked="" type="checkbox"/> Assistance Amendment				<input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Letter of Credit		68-13-0502																																											
				Send Payment Request To:		7. TYPE OF ACTION Augmentation/Advanced Match/																																											
RECIPIENT ORGANIZATION	8. RECIPIENT Minnesota Pollution Control Agency 1935 West County Road, B-2 Roseville, Minnesota 55113				9. PAYEE Increase  Same as Block 9																																												
	EIN NO. 41-6007162		CONGRESSIONAL DISTRICT Statewide		10. RECIPIENT TYPE State																																												
	11. PROJECT MANAGER AND TELEPHONE NO. Gary Pulford (612) 296-7290 (Same address as Block 8)				12. CONSULTANT (WWT Construction Grants Only)  N/A																																												
	13. ISSUING OFFICE (City/State) Chicago, Illinois				14. EPA PROJECT/STATE OFFICER AND TELEPHONE NO. Cindy Wakat (5HR) (312) 886-0394 State Programs and Information Unit, ERRB U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604																																												
EPA CONTACT	15. EPA CONGRESSIONAL LIAISON & TEL. NO. Pat Gaskins (202) 382-5184		16. STATE APPL ID (Clearinghouse)		17. FIELD OF SCIENCE		18. PROJECT STEP (WWT CG Only) N/A																																										
	19. STATUTORY AUTHORITY P.L. 96-510		20. REGULATORY AUTHORITY 40 CFR Parts 29, 30, 32, 33 and 35		21. STEP 2 + 3 & STEP 3 (WWT Construction Only)																																												
					a. Treatment Level																																												
					b. Project Type		N																																										
				c. Treatment Process		A																																											
				d. Sludge Design																																													
22. PROJECT TITLE AND DESCRIPTION Multi-Site, Multi-Activity Cooperative Agreement for CERCLA-Funded activities. This amendment adds advance match approval for Remedial Investigation/Feasibility Study (RI/FS) activities for the MacGillis and Gibbs/Bell Lumber and Pole site and CERCLA-funded RI activities for the St. Louis River site (Interlake portion)																																																	
23. PROJECT LOCATION (Areas Impacted by Project)																																																	
City/Place Statewide			County		State MN		Congressional District Statewide																																										
24. ASSISTANCE PROGRAM (CFDA Program No. & Title) 66.802 Superfund				25. PROJECT PERIOD 10/01/84 - 06/31/87		26. BUDGET PERIOD 10/01/84 - 06/31/87																																											
27. COMMUNITY POPULATION (WWT CG Only) N/A			28. TOTAL BUDGET PERIOD COST			29. TOTAL PROJECT PERIOD COST																																											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">FUNDS</th> <th style="width:25%;">FORMER AWARD</th> <th style="width:25%;">THIS ACTION</th> <th style="width:25%;">AMENDED TOTAL</th> </tr> </thead> <tbody> <tr> <td>30. EPA Amount This Action</td> <td>\$2,473,100</td> <td>\$180,893</td> <td>\$2,653,993</td> </tr> <tr> <td>31. EPA In-Kind Amount</td> <td></td> <td></td> <td></td> </tr> <tr> <td>32. Unexpended Prior Year Balance</td> <td></td> <td></td> <td></td> </tr> <tr> <td>33. Other Federal Funds</td> <td></td> <td></td> <td></td> </tr> <tr> <td>34. Recipient Contribution</td> <td></td> <td></td> <td></td> </tr> <tr> <td>35. State Contribution</td> <td></td> <td></td> <td></td> </tr> <tr> <td>36. Local Contribution</td> <td></td> <td></td> <td></td> </tr> <tr> <td>37. Other Contribution</td> <td>\$ 159,146</td> <td>\$173,830</td> <td>\$ 332,976</td> </tr> <tr> <td>38. Allowable Project Cost</td> <td>\$2,632,246</td> <td>\$354,723</td> <td>\$2,986,969</td> </tr> </tbody> </table>										FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL	30. EPA Amount This Action	\$2,473,100	\$180,893	\$2,653,993	31. EPA In-Kind Amount				32. Unexpended Prior Year Balance				33. Other Federal Funds				34. Recipient Contribution				35. State Contribution				36. Local Contribution				37. Other Contribution	\$ 159,146	\$173,830	\$ 332,976	38. Allowable Project Cost	\$2,632,246	\$354,723	\$2,986,969
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39. FISCAL	Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Obligation/Deoblig. Amount																																										
	TFAY9A	85	68-20XSH5	FC0020	5TFA05FLW4	41.85	\$180,893																																										

## PART II-APPROVED BUDG

ASSISTANCE IDEN

ICATION NO. V005794-01-3

TABLE A - OBJECT CLASS CATEGORY (Non-construction)		TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
1. PERSONNEL		\$ 170,344
2. FRINGE BENEFITS		30,658
3. TRAVEL		18,872
4. EQUIPMENT		4,500
5. SUPPLIES		1,420
6. CONTRACTUAL		1,143,085
7. CONSTRUCTION		1,549,140
8. OTHER		2,437
9. TOTAL DIRECT CHARGES		2,920,456
10. INDIRECT COSTS: RATE % BASE		66,513
11. TOTAL (Share: Recipient _____% Federal _____%)		\$2,986,969
12. TOTAL APPROVED ASSISTANCE AMOUNT		\$2,653,993
TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction)		
1.		
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12. TOTAL (Share: Recipient _____% Federal _____%)		
13. TOTAL APPROVED ASSISTANCE AMOUNT		\$
TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction)		
1. ADMINISTRATION EXPENSE		
2. PRELIMINARY EXPENSE		
3. LAND STRUCTURES, RIGHT-OF-WAY		
4. ARCHITECTURAL ENGINEERING BASIC FEES		
5. OTHER ARCHITECTURAL ENGINEERING FEES		
6. PROJECT INSPECTION FEES		
7. LAND DEVELOPMENT		
8. RELOCATION EXPENSES		
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES		
10. DEMOLITION AND REMOVAL		
11. CONSTRUCTION AND PROJECT IMPROVEMENT		
12. EQUIPMENT		
13. MISCELLANEOUS		
14. TOTAL (Lines 1 thru 13)		
15. ESTIMATED INCOME (If applicable)		
16. NET PROJECT AMOUNT (Line 14 minus 15)		
17. LESS: INELIGIBLE EXCLUSIONS		
18. ADD: CONTINGENCIES		
19. TOTAL (Share: Recipient _____% Federal _____%)		
20. TOTAL APPROVED ASSISTANCE AMOUNT		\$

## PART III-AWARD CONDITIONS

a. GENERAL CONDITIONS

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The recipient warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this assistance agreement or any assistance amendment pursuant to 40 CFR 30.425.

b. SPECIAL CONDITIONS

(For cooperative agreements include identification or summarization of EPA responsibilities that reflect or contribute to substantial involvement.)

28a. Approved Scope of Work, Budget and Schedule for MacGillis and Gibbs/  
Bell Lumber and Pole RI/FS

This amendment approves the addition to the Cooperative Agreement of an advance match for State-lead State-funded remedial investigation/feasibility study (RI/FS) activities at the MacGillis and Gibbs/Bell Lumber and Pole site. The Scope of Work, Budget and Schedule for this activity in the State's application, dated January 11, 1985 and supplemental information submission dated July 3, 1985 is approved, subject to Special Conditions No. 29, 30, 31 and 32, except for Task 4.01 (Investigation Support/Contractor Procurement) and Task 5 (Notice Letters). Task 4.01 has already been conducted by the State and is considered a "prior incurred cost" not allowable for funding. Task 5 has been conducted by EPA. Approval for advance match for \$4,800 of funds requested by the State for these tasks is not approved. The State has already executed a contract for completion of this RI/FS. Any costs incurred for work conducted by the State and its contractor prior to the award date of this Cooperative Agreement amendment are considered "prior incurred costs" and not allowable for funding. The State agrees to notify EPA within 60 days of the execution of this amendment of costs included in the Scope of Work in the approved application which were incurred prior to the award date. The State further agrees that EPA may unilaterally amend this agreement to disallow advance match approval for those costs.

Approved Budget for Advance Match for State-funded RI/FS for  
MacGillis and Gibbs/Bell Lumber and Pole Site

Personnel	\$ 14,534
Fringe Benefits	2,619
Travel	500
Equipment	-0-
Supplies	240
Contractual	150,000
Construction	-0-
Other	260
Total Direct Charges	168,153
Indirect Costs	<u>5,677</u>
Total Approved Project Cost	\$173,830
Total State Contribution	\$173,830 (Advance Match)
Total Approved Assistance Amount	\$ -0-

## b. SPECIAL CONDITIONS (Continued)

28b. Approved Budget Period and Project Period for MacGillis and Gibbs/  
Bell Lumber and Pole RI/FS

	<u>Budget Period</u>	<u>Project Period</u>
MacGillis and Gibbs/ Bell Lumber and Pole Site RI/FS	September 1985 - March 1987	September 1985 - March 1987

Continued next page

## PART IV

**NOTE:** The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administrations Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement shall void the Agreement.

## OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/amendment to the Minnesota Pollution Control Agency

for \_\_\_\_\_ % of all approved costs incurred up to and not exceeding \$ 2,986,969

RECIPIENT ORGANIZATION  
ASSISTANCE AMOUNT

for the support of approved budget period effort described in application (including all application modifications)

January 11, 1985 and Modification dated July 3, 1985 included herein by reference.

## ISSUING OFFICE (Grants Administration Office)

## ORGANIZATION/ADDRESS

Grants and Financial Management Branch (5MF)  
U.S. Environmental Protection Agency  
230 South Dearborn Street  
Chicago, Illinois 60604

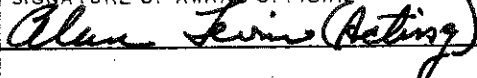
## AWARD APPROVAL OFFICE

## ORGANIZATION/ADDRESS

Waste Management Division (5HR)  
U.S. Environmental Protection Agency  
230 South Dearborn Street  
Chicago, Illinois 60604

## THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

## SIGNATURE OF AWARD OFFICIAL



## TYPED NAME AND TITLE

Valdas V. Adamkus, Regional Administrator

## DATE

This Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

## BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

## SIGNATURE



## TYPED NAME AND TITLE

Michael Robertson, Deputy Ex Dir

## DATE

12/11/85

28c. Approved Scope of Work, Budget and Schedule for St. Louis River Site  
(Interlake portion) RI

This amendment also approves the addition to the Cooperative Agreement of state-lead, EPA-funded RI activities at the Interlake portion of the St. Louis River site. The scope of work, budget and schedule for work at this site in the State's application dated January 11, 1985 is approved except for the following:

- 1) The segment of the work related to the U.S. Steel portion of the site;
- 2) Tasks 5, 6 and 8 in their entirety;
- 3) \$1,600 for office equipment for the RI/FS for the Interlake portion of the site (\$1451 from Task 1, \$778 from Task 4, \$152 from Task 5, \$232 from Task 6, \$147 from Task 7, and \$147 from Task 8);
- 4) \$330 for travel expenses related to the disapproved Interlake feasibility study (FS) (\$165 from Task 3 and \$165 from Task 6); and
- 5) \$1,375 for support costs in Task 3 related to the Interlake FS (\$867 for Personnel, \$156 for Fringe Benefits, \$339 for Indirect Costs, and \$13 for "Other" costs).

The U.S. Steel RI/FS is being completed by the responsible party under a consent order with the State. Task 5 has already been conducted by EPA. Tasks 6 and 8 and other costs related to the Interlake FS are not approved or funded at this time because of the inavailability of funds and the need to conduct the RI before an appropriate FS can be determined. The costs related to office equipment are not approved because of insufficient justification of costs on a site-specific basis. The State agrees not to incur costs related to the RI for the St. Louis River site (Interlake portion) until approval is given by the EPA Project Officer.



Approved Budget for St. Louis River Site (Interlake portion) RI

Personnel	\$ 12,745
Fringe Benefits	2,297
Travel	2,690
Equipment	-0-
Supplies	-0-
Contractual	158,000
Construction	-0-
Other	182
Total Direct Charges	\$175,914
Indirect Costs	<u>4,979</u>
Total Approved Project Cost	\$180,893
Total State Contribution	-0-
Total Approved Assistance Amount	\$180,893

28d. Approved Budget Period and Project Period for St. Louis River RI

	<u>Budget Period</u>	<u>Project Period</u>
St. Louis River RI	September 1985 - September 1986	September 1985 - September 1986

29. Funds for remedial planning activities at the MacGillis and Gibbs/Bell Lumber and Pole site provided by the State in this Cooperative Agreement Amendment, are not required for matching purposes. They may be applied toward the State's required cost-share for any subsequent CERCLA-funded projects at the MacGillis and Gibbs/Bell Lumber and Pole site. Expenditures of these funds, however, does not ensure that Fund-financed remedial actions will be implemented at this site. The State may request an amendment to this Agreement providing for reimbursement of these expenditures should they not be required to meet the State's ultimate cost-sharing at the site. Reimbursement by EPA is subject to the availability of appropriate funds and verification of the allowability of the expenditures.
30. As a condition to EPA approval of advance match, the State agrees that a comprehensive RI/FS for the entire MacGillis and Gibbs/Bell Lumber and Pole site will be conducted (including a comprehensive review of alternatives and endangerment assessment). This condition will not apply if the State can show, and EPA accepts, that 1) a comprehensive endangerment assessment is not necessary; and 2) contamination resulting from the MacGillis and Gibbs and Bell Lumber and Pole operations is segregable, requiring separate and distinct response actions.

Special Conditions cont.

Cooperative Agreement V005794-01-3

Page 4c of 4

31. The State agrees to attempt to recover the cost of this RI/FS from the responsible parties. If the State does recover these funds, the State agrees that the recovered costs can not be considered for an advance match or reimbursement.
32. If any of the RI/FS work currently being conducted by Bell Lumber and Pole under a Consent Order becomes a State responsibility, the State agrees to request and secure EPA approval for the additional work prior to the work being conducted. Otherwise, the additional work will not be considered for advance match or reimbursement.
33. This amendment is based on the State's application which used an indirect cost rate of 33.1 percent. The State agrees to provide the EPA Project Officer with documentation of the current approved indirect cost rate. If the approved rate is lower than 33.1 percent, the portion of the indirect costs included in this award above the approved rate will not be considered an allowable cost. If the approved rate is higher than 33.1 percent, the State may request an amendment to this Cooperative Agreement to add additional funds allocated for indirect costs for the work approved in this amendment. The Federal government is under no obligation to fund the additional indirect costs. However, an amendment will be considered depending on the availability of funds.
34. Subparagraph d of Special Condition 23 in the existing Cooperative Agreement is hereby revised to reflect the new voucher form number and to read as follows:
  - d. When a drawdown under the letter of credit occurs, the recipient will identify on the voucher (Form TFS-5805a) the Cooperative Agreement number, the appropriate EPA account number, and the drawdown amount applicable to each account/activity (see attached "Instructions for Using the Superfund Account Number Under Cooperative Agreements"). The eighth digit of the account number (see Item 39, page 1 of the cooperative agreement) is the code to the appropriate activity assignment:
    - J - Remedial Discovery, Notification, Preliminary Assessments, Site Inspections, and Ranking Activities
    - L - Remedial Investigation/Feasibility Studies
    - N - Remedial Design
    - R - Remedial Implementation
    - S - Operation and Maintenance

U.S. ENVIRONMENTAL PROTECTION AGENCY EPA ASSISTANCE AGREEMENT/AMENDMENT PART I - ASSISTANCE NOTIFICATION INFORMATION						1. ASSISTANCE ID NO. V005794-01-4		2. LOG I		
						3. DATE OF AWARD SEP 30 1985		4. MAILING OCT 07		
5. AGREEMENT TYPE <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant Agreement <input checked="" type="checkbox"/> Assistance Amendment				6. PAYMENT METHOD <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Letter of Credit						
				Send Payment Request To:		7. TYPE OF ACTION Augmentation/Increase				
RECIPIENT ORGANIZATION	8. RECIPIENT Minnesota Pollution Control Agency 1935 West County Road, B-2 Roseville, Minnesota 55113					9. PAYEE Same as Block 8				
	EIN NO. 41-6007162		CONGRESSIONAL DISTRICT Statewide			10. RECIPIENT TYPE State				
	11. PROJECT MANAGER AND TELEPHONE NO. Gary Pulford (612) 296-7290 (Same address as Block 8)					12. CONSULTANT (WWT Construction Grants Only) N/A				
	13. ISSUING OFFICE (City/State) Chicago, Illinois					14. EPA PROJECT/STATE OFFICER AND TELEPHONE NO. Cindy Wakat (5HR) (312) 886-0394 State Programs and Information Unit, ERR U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604				
EPA CONTACT	15. EPA CONGRESSIONAL LIAISON & TEL. NO. Pat Gaskins (202) 382-5184			16. STATE APPL ID (Clearinghouse)		17. FIELD OF SCIENCE		18. PROJECT STEP (WWT CG Only) N/A		
	19. STATUTORY AUTHORITY P.L. 96-510			20. REGULATORY AUTHORITY 40 CFR Parts 29, 30, 32, 33 and 35			21. STEP 2 + 3 & STEP 3 (WWT Construction Only)			
							a. Treatment Level			
							b. Project Type		N	
						c. Treatment Process				
						d. Sludge Design				
22. PROJECT TITLE AND DESCRIPTION Multi-Site, Multi-Activity Cooperative Agreement for CERCLA-Funded activities. This amendment adds Remedial Investigation/Feasibility Study (RI/FS) activities for the Adrian Municipal Well Field and Agate Lake Scrapyard sites.										
23. PROJECT LOCATION (Areas Impacted by Project)										
City/Place Statewide				County		State MN		Congressional District Statewide		
24. ASSISTANCE PROGRAM (CFDA Program No. & Title) 66.802 Superfund				25. PROJECT PERIOD 10/01/84 - 06/31/87		26. BUDGET PERIOD 10/01/84 - 06/31/87				
27. COMMUNITY POPULATION (WWT CG Only) N/A				28. TOTAL BUDGET PERIOD COST		29. TOTAL PROJECT PERIOD COST				
FUNDS		FORMER AWARD		THIS ACTION		AMENDED TOTAL				
30. EPA Amount This Action		\$2,653,993		\$367,931		\$3,021,924				
31. EPA In-Kind Amount										
32. Unexpended Prior Year Balance										
33. Other Federal Funds										
34. Recipient Contribution										
35. State Contribution										
36. Local Contribution										
37. Other Contribution		332,976				332,976				
38. Allowable Project Cost		\$2,986,969		\$367,931		\$3,354,900				
39. FISCAL	Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Obligation/Deoblig. Amount			
	TFAY9A	85	68-20X8145	FC0021	STFA05FL1H	41.85	121,808			
					STFA05FLZ6	41.85	246,123			

TABLE A - OBJECT CLASS CATEGORY  
(Non-construction)TOTAL APPROVED ALLOWABLE  
BUDGET PERIOD COST

1. PERSONNEL	\$ 199,192
2. FRINGE BENEFITS	35,850
3. TRAVEL	23,783
4. EQUIPMENT	4,500
5. SUPPLIES	1,420
6. CONTRACTUAL	1,460,085
7. CONSTRUCTION	1,549,140
8. OTHER	2,843
9. TOTAL DIRECT CHARGES	3,276,813
10. INDIRECT COSTS: RATE % BASE	78,087
11. TOTAL (Share: Recipient _____ % Federal _____ %)	3,354,900

12. TOTAL APPROVED ASSISTANCE AMOUNT

\$ 3,021,924

TABLE B - PROGRAM ELEMENT CLASSIFICATION  
(Non-construction)

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12. TOTAL (Share: Recipient _____ % Federal _____ %)	

13. TOTAL APPROVED ASSISTANCE AMOUNT

\$

TABLE C - PROGRAM ELEMENT CLASSIFICATION  
(Construction)

1. ADMINISTRATION EXPENSE	
2. PRELIMINARY EXPENSE	
3. LAND STRUCTURES, RIGHT-OF-WAY	
4. ARCHITECTURAL ENGINEERING BASIC FEES	
5. OTHER ARCHITECTURAL ENGINEERING FEES	
6. PROJECT INSPECTION FEES	
7. LAND DEVELOPMENT	
8. RELOCATION EXPENSES	
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES	
10. DEMOLITION AND REMOVAL	
11. CONSTRUCTION AND PROJECT IMPROVEMENT	
12. EQUIPMENT	
13. MISCELLANEOUS	
14. TOTAL (Lines 1 thru 13)	
15. ESTIMATED INCOME (If applicable)	
16. NET PROJECT AMOUNT (Line 14 minus 15)	
17. LESS: INELIGIBLE EXCLUSIONS	
18. ADD: CONTINGENCIES	
19. TOTAL (Share: Recipient _____ % Federal _____ %)	

20. TOTAL APPROVED ASSISTANCE AMOUNT

\$

### PART III-AWARD CONDITIONS

#### a. GENERAL CONDITIONS

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The recipient warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFP Part 30, and (2) any special conditions set forth in this assistance agreement or any assistance amendment pursuant to 40 CFR 30.425.

#### b. SPECIAL CONDITIONS:

*(For cooperative agreements include identification or summarization of EPA responsibilities that reflect or contribute to substantial involvement.)*

The following Special Conditions are hereby added to the existing conditions 1-34 of Cooperative Agreement V005794-01:

#### 35a. Approved Scope of Work, Budget and Schedule for Adrian Municipal Well Field Site RI/FS

This amendment also approves the addition to the Cooperative Agreement of State-lead, EPA-funded RI/FS activities at the Adrian Municipal Well Field site. The scope of work, budget and schedule for work at this site in the State's application dated September 23, 1985 is approved except for the purchase of computer equipment which is not approved. This purchase is not approved at this time because of insufficient site-specific justification. If, at a later date, the State can provide supplemental justification acceptable to EPA, EPA will consider awarding an amendment to the Cooperative Agreement approving the computer equipment, depending on the availability of CERCLA funds. The \$4,500 budgeted in the State's application designed for computer equipment for this site shall be deleted from the equipment budget class category and added to the categories of personnel, fringe benefits, indirect costs, and other costs to provide additional staff time needed for oversight of the RI/FS.

#### Approved Budget for Adrian RI/FS

Personnel	\$ 12,498
Fringe Benefits	2,249
Travel	1,871
Equipment	-0-
Supplies	-0-
Contractual	100,000
Construction	-0-
Other	176
Total Direct Charges	\$ 116,794
Indirect Costs	5,014
 Total Approved Project Cost	 \$ 121,808
 Total State Contribution	 \$ -0-
 Total Approved Assistance Amount	 \$ 121,808

b. SPECIAL CONDITIONS (Continued)

35b. Approved Budget Period and Project Period for Adrian RI/FS

	<u>Budget Period</u>	<u>Project Period</u>
Adrian RI/FS	September 1985 - March 1987	September 1985 - March 1987

continued next page

PART IV

**NOTE:** The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administrations Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement shall void the Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/amendment to the Minnesota Pollution Control Agency

for 100 % of all approved costs incurred up to and not exceeding \$ 367,931 for the support of approved budget period effort described in application (including all application modifications) Amendment to Multi-Site Cooperative Agreement, September 23, 1985 included herein by reference.

ISSUING OFFICE (Grants Administration Office)	AWARD APPROVAL OFFICE
ORGANIZATION/ADDRESS Grants and Financial Management Branch (5MF) U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604	ORGANIZATION/ADDRESS Waste Management Division (5HR) U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL <i>Alan Levin (Acting)</i>	TYPED NAME AND TITLE Valdas V. Adamkus, Regional Administrator	DATE 30 SEP 1985
---	---	---------------------

This Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION		
SIGNATURE <i>Thomas J. Kalitowski</i>	TYPED NAME AND TITLE Executive Thomas J. Kalitowski, Director	DATE 11/25/85

Special Conditions cont.

Cooperative Agreement V005794-01-4

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35c. Approved Scope of Work, Budget and Schedule for Agate Lake Scrapyard Site

This amendment also approves the addition to the Cooperative Agreement of State-lead, EPA-funded RI/FS activities at the Agate Lake Scrapyard site. This RI/FS is considered a State enforcement lead RI/FS and is subject to all assurances and Special Conditions in this agreement applicable to that category of RI/FS as well as related portions of EPA, CERCLA Program guidance. The scope of work, budget and schedule for work at this site in the State's application dated September 23, 1985 is approved except for the purchase of computer equipment, which is not approved. The \$4,500 requested by the State in the equipment category of the site budget is not approved because there is insufficient justification for its purchase for use at this site. The \$4,500 for this equipment is hereby deleted from the tasks budgeted as follows: 1) \$500 from Task 1; \$1,000 from Task 4.01; \$1,000 from Task 4.02; \$1,000 from Task 6; \$500 from Task 7; and \$500 from Task 8.

Agate Lake *DLH 11/07/85*  
Approved Budget for ~~Adrian~~ RI/FS

Personnel	\$ 16,350
Fringe Benefits	2,943
Travel	3,040
Equipment	-0-
Supplies	-0-
Contractual	217,000
Construction	-0-
Other	230
Total Direct Charges	\$ 239,563
Indirect Costs	6,560
 Total Approved Project Cost	 \$ 246,123
 Total State Contribution	 \$ -0-
 Total Approved Assistance Amount	 \$ 246,123

35d. Approved Budget Period and Project Period for Agate Lake RI/FS

	<u>Budget Period</u>	<u>Project Period</u>
Agate Lake RI/FS	September 1985 - March 1987	September 1985 - March 1987